EXHIBIT A

Relevant Excerpts of the FCC's Oct 23, 1995 Order and its Effect on Plaintiffs Case

133. Certain commenters raise issues implicating the "substantial cause" test. The "substantial cause" test holds that tariff revisions altering material terms and conditions of along-term service tariff will be considered reasonable only if the carrier can make a showing of substantial cause for the revisions. In response to concerns of IBM and API that AT&T be required to justify any changes to contract-based tariffs, we note that we recently affirmed the applicability of the "substantial cause" test to tariff revisions that alter material terms and conditions of a long-term contract, and we clarified that this test applies to any unilateral tariff modification by non-dominant as well as dominant carriers. Accordingly, if AT&T files a modification to a contract-based tariff, we will take into account that the original tariff terms were the product of negotiation and mutual agreement, and we will consider on a case-by-case basis, in light of all the relevant circumstances, whether a substantial cause showing has been made. We will apply the substantial cause test in this way in any post-effective tariff investigation, pursuant to Section 205, and in complaint proceedings. We also will consider, on a case-by-case basis, whether to allow customers to terminate contracts without liability.

134. Finally, we note that AT&T has voluntarily committed to implement certain measures that are designed to address criticisms of its business practices that resellers have raised in this proceeding and elsewhere. AT&T represents that the following reflects an agreement with the Telecommunications Resellers Association, and AT&T has committed to comply with this agreement:

As a general practice, **AT&T grandfathers both existing customers and subscribed customers** (i.e., customers who have submitted a signed order for service) when it introduces a change to a term plan (including Contract Tariffs, term plans under Tariffs 1, **2**, 9, and 11, Tariff 12 Options and Tariff 15 CPPs), and **it commits to continue that process**. In exceptional cases, however, grandfathering may not be appropriate either because: (1) a change is necessitated by typographical errors, a service inadvertently priced below costs, rate changes where no individual rates (post-discount) are increased, or other comparable circumstances, or (2) the change is necessary to bring clarity to a non- rate term or condition, where it is necessary to treat all customers alike (such as a change to the provisions for how orders are processed, but not including changes to the body of Contract Tariffs, Tariff 12 Options or Tariff 15 CPPs). In such circumstances, AT&T commits for a twelve-month period to **offer its customers the following additional protections** not required of non-dominant carriers: - where AT&T makes any change to an existing term plan, AT&T will afford the affected customers 5 days meaningful advance notice of the tariff filing to give the customer the opportunity to object; provided, **however, that for changes to discontinuance with or without liability**, deposits and advance payments, **or transfer or assignment of service, AT&T will file on 14-days' notice.** (AT&T would have the unaffected right to change underlying tariff rates -- such as a general change to SDN rates -- unless the term plan protected the customer from such changes.) Where the affected customer(s) agrees to the revision, AT&T will note that agreement in its transmittal letter and file the change on 1 day's notice. **Where the affected customer objects to the change, AT&T will file the change with the Commission on 6 days' notice. With respect to the 14 or 6 days notice filings, the substantial cause test will be applicable to the same extent as it is today.**

135. AT&T has also voluntarily committed to report to the Common Carrier Bureau and to the Telecommunications Resellers Association Executive Board, on a quarterly basis, its performance in processing reseller orders. This commitment is for a term of one year.

In addition, for at least twelve months, AT&T will provide a single point of contact to receive reseller complaints not resolved through the first point of contact, the AT&T account manager. Finally, AT&T represents that it has agreed with the Telecommunications Resellers Association to establish alternative dispute resolution procedures:

AT&T is willing to establish a quick, efficient, commercially-oriented process for resolving disputes with its reseller customers. AT&T is willing to enter into mutually agreeable private party arbitration agreements with these parties. AT&T is also willing to develop with the Telecommunications Resellers Association Executive Board a model two-way Arbitration Agreement. AT&T would be willing to enter into such an agreement with any of its reseller customers for resolution of commercial disputes between the reseller and AT&T under the following guidelines:

a) The Arbitration Agreement would be based on the United States Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association.

b) The Arbitration Agreement would bind each party to arbitration as the exclusive remedy for any covered claims that arise in the period covered by the agreement. The covered period initially would be twelve months, but the reseller will be permitted to end the covered period earlier by providing at least 30 days prior written notice.

c) Covered claims would include all claims between the parties relating to tariffed services, the carrier-customer relationship
between the parties, or competitive practices, except claims that tariff provision or practice is unlawful under the Communications Act would not be covered claims. Covered claims would include, for example, claims that AT&T has misapplied or misinterpreted its tariffs, that the customer has failed to comply with its tariff obligations, or that either party has engaged in unlawful competitive practices such as misrepresentation or disparagement.

d) The Arbitration Agreement would provide for a 90 day arbitration process, unless the parties agree to a longer period.

136. MCI argues that AT&T's commitment in its September 21, 1995 **letter to grandfather**, at its discretion, existing customers adversely affected by unilateral contract changes (permitting them to receive AT&T performance on the same terms and conditions as the original contract), or allowing them to terminate their agreements with AT&T without liability if they pay under utilization charges, is "patently anti-consumer." We note, however, that AT&T's October 5, 1995 Ex Parte Letter clearly addresses the concerns raised by MCI. **We believe that the commitments proffered by AT&T in its October 5, 1995 Ex Parte Letter contribute to addressing the tariff-related concerns raised by the commenters in this proceeding, and we therefore order AT&T to comply with these voluntary commitments.**

137. We also note that some of the **tariff-related issues raised by commenting parties transcend the scope of this proceeding**. For example, questions concerning the application of the filed rate doctrine to contract tariffs may arise with respect to carriers other than AT&T. We intend to examine these and other questions in the context of our review of our regulatory scheme governing the interstate, domestic, interexchange industry.

EXHIBIT B

** All material on this page is new. **

2.5.18. Discontinuance Without Liability - (continued)

A. The Customer must provide written notice of discontinuance of the Old Plan to AT&T as provided in 1. and 2., following. If AT&T provides written notice to the Customer that its order for the New Plan is not accepted, the notice of discontinuance provided by the Customer shall be void.

1. If the Customer is AT&T's customer of record for the Old Plan on the day the Customer places its order for the New Plan, or at any time during the 30 preceding days, the Customer must provide written notice of discontinuance of the Old Plan on or prior to the day it places its order for the New Plan.

2. If the Customer is not AT&T's customer of record for the Old Plan on the day the Customer places its order for the New Plan, or at any time during the 30 preceding days, the Customer must provide written notice of discontinuance of the Old Plan, together with a valid Transfer of Service form submitted in accordance with Section 2.1.8., preceding, within three (3) days (excluding Saturdays, Sundays, and federal holidays) after AT&T provides written notice to the Customer that its order for the New Plan has been accepted. Pursuant to Section 2.1.8., preceding, AT&T may not agree to the transfer of assignment of an Old Plan that is subject of a defective Transfer of Service form. In such event, the Customer may provide a valid Transfer of Service form for the same Old Plan within ten (10) days after the date on which AT&T provides its written statement of reasons for not accepting the Transfer of Service form.

B. The service provided under the Old Plan must be replaced with service provided under the New Plan. The termination date of the Old Plan and the initial service date of the New Plan must be the same day, and all rates, terms and conditions of the Old Plan will remain in effect until that day, provided that the Old Plan shall not remain in effect beyond the expiration of its term. If the Customer cancels its order for the New Plan after the termination dated of the Old Plan, the discontinuance of the Old Plan will be a discontinuance with liability, and termination charges will apply pursuant to the terms of the Old Plan.

C. If the Old Plan includes an annual revenue commitment, a Shortfall Charge will apply as provided in 1., following. The Shortfall Charge will not apply in connection with the discontinuance of a CSTP II that was ordered on or prior to June 17, 1994, or the discontinuance of an Old Plan (other than a CSTP II) that was not in service as of December 9, 1995 or earlier.

1. If the Old Plan includes an annual revenue commitment, the Customer must satisfy the pro-rated annual revenue commitment as of the termination date of the Old Plan. . The pro-rated annual revenue commitment is the annual revenue commitment of the Old Plan, divided by twelve and multiplied by the number of months in the current plan year for which bills have been issued (as of the termination date of the Old Plan). If the Customer has not met the pro-rated annual revenue commitment, the Customer must pay a Shortfall Charge calculated in the same manner as specified for a failure to meet the annual commitment under the Old Plan, but based on the difference between the prorated annual revenue commitment and the actual charges applicable to satisfy the annual revenue commitment incurred during the months in the current plan year for which bills have been issued (of the termination date of the Old Plan).

PRE JUNE 17th 94 ISSUE → Shortfall does not APPLY ON A DISCONTINUANCE i.e. Restructuring of AN Existing CSTP II PLAN.

** All material on this page is new. **

2.1.8.E. Transfer of Assignment (continued)

portion of any applicable minimum payment period(s), the unexpired portion of any term of service and usage and/or revenue commitment(s), and any applicable shortfall or termination liability(ies).

1. If the service being transferred or assigned is subject to an AT&T term plan, flex plan, or other discount plan with revenue or volume commitments offered under this Tariff, or a Contract Tariff under which WATS is provided (a Pricing Plan), then, to the extent specified in (a) through (c) following, the Current Customer is relieved of liability for charges that may be incurred after the Effective Date of the transfer, either as a result of a failure to meet revenue or volume commitments or monitoring conditions associated with such Pricing Plan (Shortfall Charges) or as a result of the discontinuance with liability of such Pricing Plan (Termination Charges). For purposes of these provisions, a charge is incurred on the date that the events giving rise to the charge become fixed (i.e., on the last day of a commitment period or the day on which a Pricing Plan is discontinued), not on the date the charge is billed.

(a) For a Shortfall Charge incurred for a commitment period that includes the Effective Date of the transfer, the Current Customer remains jointly and severally liable with the New Customer only for a percentage of the total Shortfall Charge equal to the number of days in the commitment period prior to such Effective Date divided by the total number of days in the commitment period.

(b) For a Termination Charge incurred less than 180 days after the Effective Date of the transfer, the Former Customer remains jointly and severally liable with the New Customer only for a percentage of the total Termination Charge equal to the difference between 180 and the number of days between such Effective Date and the date on which the Termination Charge is incurred, divided by 180.

(c) For a Shortfall Charge incurred for a commitment period after the commitment period that includes the Effective Date of the transfer, or for a Termination Charge incurred at least 180 days after the Effective Date of the transfer, the Former Customer is fully relieved of liability

F. Nothing herein or elsewhere in this tariff shall give any Customer, assignee, or transferee any interest or proprietary right in any 800 Service telephone number.

Joint and several liability only applies to plan transfers, not traffic transfers.

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5. Discontinuance of AT&T's 800 Customer Specific Term Plan II-With Liability - When a Customer has AT&T 800 Services covered under the plan, disconnection of any one of the services does not constitute discontinuance of the plan. Except for conditions covered in Section 3.3.1.Q.4., preceding, discontinuance of all service furnished under the CSTP II prior to the expiration of the applicable term, constitutes discontinuance of the plan and will result in Customer liability as specified following. The amounts due to the Company upon discontinuance will be:

- 35% of the remaining term plan revenue commitment.

Discontinuance Liability
A Customer commits to a revenue commitment of $420,000 for three years.

Example: A Customer commits to an annual revenue commitment of $420,000 for three years and discontinues the plan at the end of two years. The Customer would be liable for $420,000 x .35 = $147,000.

6. Expiration of AT&T's 800 Customer Specific Term Plan II - A CSTP II expires when the three-year term ends. Upon expiration of the Term Plan, the plan will roll-over to a new three-year plan at discount levels applied during the third year of the plan, if the Customer notifies AT&T to renew the term plan. If the Customer does not notify AT&T to renew the Term Plan, the Customer's service will revert to current (non-term) rates.

Customers will be notified one month prior to the expiration of the Term Plan.

7. CSTP II Option A - CSTP II Option A is a term plan, in lieu of all other specific term plans and/or service discounts with the same terms and conditions as specified in Section 3.3.1.Q. for CSTP II with the following exceptions:

- Option A has a two year annual revenue Commitment.
- Customers who have concurrently moved from a CSTP II to a CSTP II Option A and have already received a 1/2% credit under their expired CSTP II, will not receive an additional 1/2% credit for one year.

EXHIBIT C

THERE IS NO OBLIGATIONS Section to ANALYZE

2.2. USE

2.2.1. General - LDMTS may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications network. LDMTS is furnished for use by the Customer but may be used by others when so authorized by the Customer.

2.2.2. Non-Voice Transmission - LDMTS may be used for non-voice transmission to all points other than Mexico (except non-voice facsimile transmission may be used to Mexico) and those certain foreign countries or areas as specified in Sections 5.1.4.S. and 5.1.6.P. of AT&T Tariff F.C.C. No. 27.

2.2.3. Abuse - The abuse of LDMTS is prohibited. The following activities constitute abuse:

A. Using LDMTS to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or

B. Using LDMTS in such a way that it interferes unreasonably with the use of the service by others.

C. Using AT&T 800 Service or any other telephone number advertised or widely understood to be toll free, in a manner that would result in (1) the calling party or the subscriber to the originating line being assessed, by virtue of completing the call, a charge for the call; (2) the calling party being connected to a pay-per-call service; (3) the calling party being charged for information conveyed during the call; unless in either (1), (2) or (3) the calling party has a presubscription or comparable arrangement or discloses a credit or charge card number during the call; or (4) the calling party being called back collect for the provision of audio or data information services, simultaneous voice conversation services or products. The Customer must also comply with (a) Titles II and III of the Telephone Disclosure and Dispute Resolution Act (Pub. L. No. 102-556) (TDDRA) and (b) the regulations prescribed by the Federal Communications Commission and the Federal Trade Commission pursuant to those Titles.

<u>**2.2.4. Fraudulent Use**</u> - The fraudulent use of, or the intended or attempted fraudulent use of, LDMTS is prohibited. The following activities constitute fraudulent use:

A. Using LDMTS to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service,

B. Using or attempting to use LDMTS with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by:

1. Rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish LDMTS, or

2. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices, whether directed at the C
Company or others. C

C. 800 callers using LDMTS with the intent of gaining access to a LDMTS Customer's outbound calling capabilities on an unauthorized basis.

D. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

2.1.7. Limitations on the Provision of WATS (continued)

B. Restoration of Service - In the event of failure, WATS will be restored in compliance with Part 64, Subpart D, of the FCC's Rules and Regulations.

C. Hazardous Locations - An access line will not be furnished at a location the Company considers hazardous (e.g., explosive atmosphere environments). In such cases, the Company, if so requested, will terminate the access line at a mutually agreeable alternate location. The Customer will then be responsible for extension of the access line to the hazardous location.

2.1.8. Transfer or Assignment - WATS, including any associated Sx
telephone numbers, may be transferred or assigned to a New Customer, ..
subject to each of the following provisions:

A. The Customer of record (Current Customer) requests in writing (using a standard AT&T Transfer of Service form available from AT&T)* that AT&T transfer or assign the service to the New Customer. The standard AT&T Transfer of Service form shall not contain terms that are inconsistent with the terms of this Section, and shall not impose any obligations on the Current Customer or the New Customer other than as provided in this Section.

B. The New Customer notifies AT&T in writing (using the same Transfer of Service form signed by the Current Customer)* that it agrees to assume all obligations of the Current Customer as of the Effective Date of the transfer. These obligations include, for example: all outstanding indebtedness for the service, the unexpired portion of any applicable minimum payment period(s), the unexpired portion of any term of service and
usage and/or revenue commitment(s), and any applicable shortfall or ..
termination liability(ies). Sx

C. The service is not interrupted at the time the transfer or assignment Sx
is made. Sx

D. The Current Customer will no longer be AT&T's Customer for the Sx
service as of the Effective Date of the transfer, which will be the earlier Sx
of the date on which AT&T provides to the New Customer a written acceptance Cy
of the transfer or assignment, or the fifteenth day after AT&T receives a ..
fully executed original of the Transfer of Service form, except: Cy

1. The transfer will not be effective if, within fifteen days after Ny
AT&T receives a fully executed original of the Transfer of Service form, ..
AT&T provides to the New Customer a written rejection of the requested transfer. AT&T may not unreasonably reject a transfer or assignment of service. AT&T may, for example, reject a transfer or assignment of service if the Current Customer or New Customer fails to supply the executed original(s) of the Transfer of Service form, fails to adequately identify the Current Customer or the service being transferred, asks that the transfer or assignment be made subject to conditions, or fails to furnish a deposit required in connection with the intended transfer pursuant to
Section 2.5.8, following. AT&T will provide a written statement of its ..
reason(s) for rejecting a transfer or assignment of service. Ny

* The requirement that the transfer or assignment be made using the standard AT&T Transfer of Service Cy
form shall apply to transfer or assignment requests made on or after July 1, 1996.
Certain material previously found on this page can now be found on Page 20.1.
x Effective date of material filed under Transmittal No. 9229 is advanced to May 10, 1996 under authority of Special Permission No. 96-0468.
y Issued on not less than one day's notice under authority of Special Permission No. 96-0468.

** All material on this page is reissued except as otherwise noted. **

2.1.8.D. Transfer of Assignment (continued)

2. If, within fifteen days after AT&T receives a fully executed original of the Transfer of Service form, AT&T notifies the Current Customer or New Customer in writing that a deposit is required in connection with the intended transfer pursuant to Section 2.5.6., preceding, and the requested transfer is not otherwise rejected as provided in 1., preceding, then the Effective Date of the transfer will be the date on which the deposit is furnished, provided that the requested transfer or assignment will be deemed to be withdrawn if a required deposit is not furnished within thirty (30) days after the date the deposit request is made. Nx

E. The Current Customer remains jointly and severally liable with the New Customer for any obligations existing as of the Effective Date of the transfer, except as provided in 1., following. These obligations include, for example: all outstanding indebtedness for the service, the unexpired portion of any applicable minimum payment period(s), the unexpired portion of any term of service and usage and/or revenue commitment(s), and any applicable shortfall or termination liability(ies). Mx

1. If the service being transferred or assigned is subject to an AT&T term plan, flex plan, or other discount plan with revenue or volume commitments offered under this Tariff, or a Contract Tariff under which WATS is provided (a Pricing Plan), then, to the extent specified in (a) through (c) following, the Current Customer is relieved of liability for charges that may be incurred after the Effective Date of the transfer, either as a result of a failure to meet revenue or volume commitments or monitoring conditions associated with such Pricing Plan (Shortfall Charges) or as a result of the discontinuance with liability of such Pricing Plan (Termination Charges). For purposes of these provisions, a charge is incurred on the date that the events giving rise to the charge become fixed (i.e., on the last day of a commitment period or the day on which a Pricing Plan is discontinued), not on the date the charge is billed.

(a) For a Shortfall Charge incurred for a commitment period that includes the Effective Date of the transfer, the Current Customer remains jointly and severally liable with the New Customer only for a percentage of the total Shortfall Charge equal to the number of days in the commitment period prior to such Effective Date divided by the total number of days in the commitment period.

(b) For a Termination Charge incurred less than 180 days after the Effective Date of the transfer, the Former Customer remains jointly and severally liable with the New Customer only for a percentage of the total Termination Charge equal to the difference between 180 and the number of days between such Effective Date and the date on which the Termination Charge is incurred, divided by 180.

(c) For a Shortfall Charge incurred for a commitment period after the commitment period that includes the Effective Date of the transfer, or for a Termination Charge incurred at least 180 days after the Effective Date of the transfer, the Former Customer is fully relieved of liability

F. Nothing herein or elsewhere in this tariff shall give any Customer, assignee, or transferee any interest or proprietary right in any 800 Service telephone number.

Certain material on this page formerly appeared on Page 20.
Effective date of material filed under Transmittal No. 9229 is advanced to May 10, 1996 under authority of Special Permission No. 96-0468.
x Issued on not less than one day's notice under authority of Special Permission No. 96-0468.

EXHIBIT D

** All material on this page is reissued except as otherwise noted. **

2.5.18. Discontinuance Without Liability - (continued)

<u>Example:</u> A Contract Tariff under which AT&T 800 Services are provided that includes the same discounts as a CSTP II (as well as additional discounts) will be subject to the same provisions under this Section as apply to a CSTP II, unless the Contract Tariff includes a provision that applies in lieu of the discontinuance without liability provisions of this Tariff. If AT&T SDN Service also is provided under the Contract Tariff, with a pricing structure that includes the same discounts as an EVP Part IX, discontinuance without liability of the Contract Tariff also will be subject to the provisions of AT&T Tariff F.C.C. No. 1 governing discontinuance of an SDN EVP Part IX, unless the Contract Tariff includes a provision that applies in lieu of the discontinuance without liability provisions of Tariff F.C.C. No 1. M . M C M . . M

If the Customer seeks to discontinue without liability an Old Plan under another AT&T tariff (e.g., a UNIPLAN Service Term Plan under Tariff F.C.C. No. 1) in conjunction with an order for a New Plan under this Tariff (e.g., a CSTP II), the Customer must comply with the discontinuance without liability regulations of the other tariff applicable to the other Pricing Plan (as well as the regulations of this Section for any Old Plan under this Tariff that is also being discontinued). N . . N

A. The Customer must provide written notice of discontinuance of the Old Plan to AT&T on the day it places its order for the New Plan, unless the New Plan is a Contract Tariff or a VTNS Option, in which case the Customer must provide written notice of discontinuance of the Old Plan to AT&T within seven (7) days after AT&T provides written notice to the Customer that its order for the New Plan is accepted. C . . C

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B. The service provided under the Old Plan must be replaced with service provided under the New Plan. The termination date of the Old Plan and the date on which the term commitment of the New Plan begins (except as provided in 1., following, if the New Plan is a VTNS Option) must be the same day, and all rates, terms and conditions of the Old Plan will remain in effect until that day, provided that the Old Plan shall not remain in effect beyond the expiration of its term. C C C

Effective date of material filed under Transmittal No. 9229 is advanced to August 29, 1996 under authority of Special Permission No. 96-0677.
Certain material on this page formerly appeared on Page 34.6.
Certain material previously found on this page can now be found on Page 34.7.1.

** All material on this page is reissued except as otherwise noted. **

2.5.18.E.1. Discontinuance Without Liability - (continued)

Example 2

A Customer is currently taking service under both a CSTP II with a 3-year term commitment and a $240,000 annual commitment, with 18 months remaining in the term commitment (as in Example 1), and an AT&T Term and Volume Plan (TVP) pursuant to Tariff F.C.C. No. 1 with a 3-year term commitment and a $300,000 annual commitment, with 15 months remaining in the term commitment. The Customer can discontinue the CSTP II and the TVP without liability in conjunction with an order for a new replacement AT&T UNIPLAN Term Plan pursuant to Tariff F.C.C. No. 1 with a term commitment of 24 months and a revenue commitment of $50,000 per month. The term commitment of the New Plan must be at least 18 months (the remaining term of the CSTP II); 24 months is the shortest available AT&T UNIPLAN term commitment that equals or exceeds 18 months. The average monthly revenue commitment of the New Plan must be at least $45,000 (($720,000 ÷ 36) + ($900,000 ÷ 36)); $50,000 is the lowest available AT&T UNIPLAN Term Plan Net Monthly Commitment that equals or exceeds $45,000. C C . . C C C C

Example 3

A Customer is currently taking service under an LSTP II Plan with a 24-month term commitment and a $1,500 Net Monthly Usage Revenue Commitment, with 16 months remaining in the term commitment. The Customer can discontinue this LSTP II without liability in conjunction with an order for a new replacement LSTP II with a term commitment of 18 months and a revenue commitment of $1,500 per month. The term commitment of the New Plan must be at least 16 months (the remaining term of the LSTP II); 18 months is the shortest available LSTP II term commitment which equals or exceeds 16 months. The average monthly revenue commitment of the New Plan must be at least $1,500 per month; the LSTP II has a $1,500 Net Monthly Usage Revenue Commitment. C C C C

2. If a plan has a usage commitment (<u>i.e.</u>, a commitment specified in minutes of use), that commitment will be converted to a revenue commitment by multiplying the usage commitment by a factor of $0.12 per minute.

F. The following are exceptions and additional conditions to the rules specified in A. through E., preceding. The chart at the beginning of this Section 2.5.18. identifying which New Plans can provide a basis for discontinuance without liability of which Old Plans applies in all events. C C C

1. CSTP II Exception - A Customer of a CSTP II that was either ordered on or prior to August 29, 1996, or in service on or prior to September 1, 1996, may discontinue without liability that Old Plan in conjunction with an order for a New Plan, subject to the conditions specified in (a), following, in lieu of the conditions specified in Sections 2.5.18.D. and E., preceding. The Customer also must satisfy the conditions specified in Sections 2.5.18.A. through C., preceding, except as otherwise provided in (b) and (c), following. C C C C C

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** All material on this page is reissued except as otherwise noted. **

2.5.18.C. Discontinuance Without Liability - (continued)

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D. The New Plan must have a term commitment that is equal to or longer than the remaining term commitment of the Old Plan. If more than one plan is being discontinued, the New Plan must have a term commitment that is equal to or greater than the longest remaining term of the plans being discontinued.

E. The New Plan must have an average monthly revenue commitment that is equal to or greater than the average monthly revenue commitment of the Old Plan, as calculated pursuant to 1. and 2., following. If the New Plan is a Contract Tariff, only the 800 Service revenue commitments under the Contract Tariff are used to calculate the average monthly revenue commitment of the New Plan. If more than one plan is being discontinued, the New Plan must have an average monthly revenue commitment that is equal to or greater than the sum of all average monthly revenue commitments of the plans being discontinued.

1. The average monthly revenue commitment of a plan is equal to the total revenue commitments over the full term of the plan, divided by the number of full months in the full term of the plan. If a ramp-up period is part of the term, the ramp-up period is not included in the computation of the average monthly revenue commitment. If the New Plan is a Contract Tariff, only the 800 Service revenue commitments are used to calculate the average monthly revenue commitment of the New Plan.

Examples:

Example 1

A Customer is currently taking service under a CSTP II with a 3-year term commitment and a $240,000 annual commitment, with 18 months remaining in the term commitment (the CSTP II was not ordered on or prior to August 29, 1996 or in service on or prior to September 1, 1996). The Customer can discontinue this CSTP II without liability in conjunction with an order for a new replacement CSTP II with a term commitment of 24 months (i.e., CSTP II Option A) and a revenue commitment of $240,000 per year. The term commitment of the New Plan must be at least 18 months (the remaining term of the existing CSTP II); 24 months is the shortest available CSTP II term commitment (CSTP II Option A) that equals or exceeds 18 months. The average monthly revenue commitment of the New Plan must be at least $20,000 (the total revenue commitment over the full term of the existing CSTP II, divided by the number of full billing months in the full term of the CSTP II is $720,000 ÷ 36, or $20,000); the CSTP II Option A offers an Annual Revenue Commitment of $240,000 (which corresponds to a $20,000 average monthly commitment). C C C C C . . C

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** All material on this page is reissued except as otherwise noted. **

2.5.18. Discontinuance Without Liability - (continued)

1. If the New Plan is a VTNS Option, the termination date of the Old Plan and the date on which Substantially Complete Installation of the VTNS Option is attained (or such earlier date as the Customer may designate, no earlier than the date of initial service under the VTNS Option) must be the same day, and all rates, terms and conditions of the Old Plan will remain in effect until that day, provided that the Old Plan shall not remain in effect beyond the expiration of its term. If the Customer has designated a date that is earlier than the Substantially Complete Installation date, and cancels its order for the New Plan after the termination dated of the Old Plan but before the Substantially Complete Installation date of the VTNS Option, the discontinuance of the Old Plan will be a discontinuance with liability, and termination charges will apply pursuant to the terms of the Old Plan.

C. If the Old Plan includes an annual revenue commitment, a Shortfall Charge will apply as provided in 1., following. **The Shortfall Charge will not apply in connection with the discontinuance of a CSTP II that was ordered on or prior to June 17, 1994,** or the discontinuance of an Old Plan (other than a CSTP II) that was not either ordered on or prior to August 29, 1996 or in service on or prior to September 1, 1996.

1. If the Old Plan includes an annual revenue commitment, the Customer must satisfy the pro-rated annual revenue commitment as of the termination date of the Old Plan. The pro-rated annual revenue commitment is the annual revenue commitment of the Old Plan, divided by twelve and multiplied by the number of full billing months in the current plan year (as of the termination date of the Old Plan). If the Customer has not met the pro-rated annual revenue commitment, the Customer must pay a Shortfall Charge calculated in the same manner as specified for a failure to meet the annual commitment under the Old Plan, but based on the difference between the prorated annual revenue commitment and the actual charges applicable to satisfy the annual revenue commitment incurred during the full billing months elapsed in the current plan year (of the termination date of the Old Plan).

Effective date of material filed under Transmittal No. 9229 is advanced to August 29, 1996 under authority of Special Permission No. 96-0677.
Certain material on this page formerly appeared on Page 34.7.

** All material on this page is reissued except as otherwise noted. **

2.5.18.F.1. CSTP II Exception - (continued) N

(a) The total revenue commitment over the full term of the New Plan must be greater than or equal to the remaining annual revenue commitment of the Old Plan. The remaining annual revenue commitment of the Old Plan is the Annual Revenue Commitment divided by 12 times the number of full months remaining in the term of the Old Plan. If the New Plan is a Contract Tariff, only the 800 Service revenue commitments under the Contract Tariff are used to calculate the total revenue commitment of the New Plan. If more than one plan is being discontinued, the total revenue commitment over the full term of the New Plan must be equal to or greater than the sum of the remaining monthly revenue commitments (the monthly revenue commitment times the number of monthly remaining) and/or annual revenue commitments (the annual revenue commitment divided by 12, times the number of full months remaining) of the plans being discontinued. M C M M M M C C

(b) Section 2.5.18.C. does not apply to a CSTP II that was in effect or on order on or prior to June 17, 1994. C C

(c) If the Customer has paid a Shortfall Charge pursuant to Section 2.5.18.C. in conjunction with its discontinuance of a CSTP II and replacement of the CSTP II with a New Plan, and if, at the end of the first year of the term of the New Plan, the Customer has incurred charges in excess of the New Plan minimum revenue commitment for that year, AT&T will provide a credit to the Customer for the amount by which such incurred charges under the New Plan exceeded such commitment, in an amount not to exceed the amount of the paid Shortfall Charge. N N

Effective date of material filed under Transmittal No. 9229 is advanced to August 29, 1996 under authority of Special Permission No. 96-0677.
Certain material on this page formerly appeared on Page 34.9.

EXHIBIT E

3.3.1.Q. AT&T 800 Customer Specific Term Plan II (continued)

- If the Customer terminates the CSTP II within the first year of the plan and concurrently establishes a new CSTP II of greater value, no additional one time 1/2% credit will apply.
- All other specific term plans and service discounts are excluded from the CSTP II with the exception of the $.01 per minute access line discount. The AT&T 800 Service-Domestic $.01 per minute access line discount is applied after the Term Plan discount but before the RVPP discount.
- The Customer must commit to an annual commitment for three years as shown in Sections 3.3.1.Q.1. and 3.3.1.Q.8., or two years as shown in Section 3.3.1.Q.7., or one year as shown in Section 3.3.1.Q.9, following.

Bullet 4
- The Customer may add or delete an AT&T 800 Service or AT&T Custom 800 Service covered under the plan.
- In the event the Customer converts from another AT&T Term Plan to a CSTP II, there will be no decrease in the percent discount received by the Customer. *

Bullet 6
- The Customer will assume all financial responsibility for all designated accounts in the plan and will be liable for all charges incurred by each location under the plan.
- The Customer must also provide to AT&T, for each location participating in the above mentioned plan, written authorization for including the locations in the plan, billing account number and/or billed name, type of service, and address to which the bill is to be sent.
- In the event that a location is in default of payment, AT&T will seek payment from the Customer. If the Customer fails to make payment for the location in default, AT&T will: (1) reduce the discount by the amount of the billed charges not paid by that location, if any, and apportion the remaining discount, if any, to all locations not in default, and if payment is not fully collected by the above method, (2) terminate the RVPP/CSTP II for failure of the Customer to pay the defaulted payment.
- In the event of termination of the Customer's RVPP and/or Term Plan, the Customer being terminated must notify the individual locations that the RVPP and/or Term Plan has been discontinued and the individual locations not in default of their location billing charges will be converted to monthly rates as individual customers unless they notify AT&T otherwise.

Bullet 10
- Shortfall and/or termination liability are the responsibility of the Customer. Any penalty for shortfall and/or termination liability will be apportioned according to usage and billed to the individual locations designated by the Customer for inclusion under the plan. For billing purposes, such penalties shall reduce any discounts apportioned to the individual locations under the plan.

* This condition applies only to Customers whose CSTP II was in effect or on order prior to July 1, 1993. This does not apply to existing CSTP II Customers that renew their term plan after June 30, 1993.

Issued on not less than one day's notice under authority of Special Permission No. 93-671.

EXHIBIT F

AT&T 800 READYLINE®

AT&T

Invoice

BILLING INQUIRIES CALL - 1 800 691-1131
TO PLACE AN ORDER CALL - 1 800 222-0400
SERVICE PROBLEMS CALL - 1 800 222-3000

Account Number	Customer 800 Number(s)	Bill Date	Payment Due
131 026-1223 633	800 527-6661	Jun 10, 1996	Jul 4, 1996

Total Amount of Last Bill	111.37	
Payments Applied Through JUN 10	111.37	CREDIT Previous bill
Balance	0.00	
Current Charges	$4,428.60	

See 2nd page of exhibit

AMOUNT DUE $ 4,428.60

THANK YOU FOR YOUR PROMPT PAYMENT

REMITTANCE SECTION. PLEASE TEAR AT PERFORATION AND MAIL PAYMENT.
PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

To ensure proper credit, please detach this portion and return with remittance.

Remittance Document
004124 3 FN .780 RS 3000229

AT&T

KILLEARN BROKERS
REALTY
3646 SHAMROCK W
TALLAHASSEE FL 32308-2642

Account Number: 131 026-1223 633
Bill Date: Jun 10, 1996

Address Correction:
(check-box) Print new address on reverse of form.

Please make checks payable to:
AT&T
P.O. BOX 27-680
KANSAS CITY, MO 64180-0680

Amount Due: $ 4,428.60
Amount Enclosed:

131026122363324240000000442860000044286000000000009

AT&T 800 READYLINE®

AT&T

Summary of Charges

BILLING INQUIRIES CALL - 1 800 691-1131
TO PLACE AN ORDER · CALL - 1 800 222-0400
SERVICE PROBLEMS CALL - 1 800 222-3000

Account Number	Customer 800 Number(s)	Bill Date	Payment Due
131 026-1223 633	800 527-6661	Jun 10, 1996	Jul 4, 1996

Charges	Amount	Subtotal
MONTHLY SERVICE - JUN 10 Thru JUL 9		
AT&T 800 READYLINE®	20.00	
		20.00
AT&T TERM PLAN / PRICING PLAN ACTIVITY		
AT&T 800 READYLINE Domestic		
20.00% CSTP II Option B Pricing Plan	Credit 13.21CR	
Applied to $ 66.02 current USAGE		
		13.21CR
TAXES ON TOTAL CURRENT CHARGES		
Federal Tax	2.23	
State Tax - FL	289.46	
Local Tax - FL	1.86	
FL GRS RCPT TX SURCH 2.56%	63.54	
FL INTRASTATE GR RCT SURCH	39.67	
		396.76
CALLS DIRECTED TO: 904 893-6100		
DOMESTIC USAGE		
In-state usage	19.90	
In-state Local Toll usage	6.00	
Out-of-state usage	40.12	
		66.02
OTHER CHARGES AND CREDITS		
1. AT&T TERM PLAN PERIODIC TRUE UP CHARGE	3,959.03	
TOTAL OTHER CHARGES AND CREDITS (EXCL TAX)		3,959.03
TOTAL CURRENT CHARGES		4,428.60

NO Sales TAXES on shortfall

ATT
Bert Taylor
1-800-245-1836

EXHIBIT G

MAIN BILLED TELEPHONE NUMBERS LOCATIONS LIST

X ADD
__ DELETE
(Please check box)

SERIAL # ____________________

CUSTOMER NAME: ONE STOP FINANCIAL, INC. CUSTOMER ACCOUNT #:

CUSTOMER CONTACT: ALFONSE G. INGA TELEPHONE# (612) 525-0069

ADDRESS: BUILDING 199 SUITE B COLONIAL DR. PLAN ID#: OSF 256

CITY: LITTLE FALLS PLAN TYPE: MLCP __ CSPT/RVPP X

STATE: NEW JERSEY ZIP: 07424

BILLING NAME	SERVICE LOCATION (STREET, CITY, STATE, ZIP)	BUS	RES	LEC NAME	BILLED ACCOUNT # CUSTOMER CODE	RVPP GRP
The Brochure Box Co	1621 SE 28th Terrace Cape Coral, Fl 33904	X		United Tele	131-027-7355-157	007

OSFI AGREES TO ACCEPT JOINT AND SEVERAL LIABILITY FOR THE FINANCIAL OBLIGATIONS INCURRED UNDER THE MULTI LOCATION CALLING PLAN (MULTI-LOCATION WATS) REVENUE VOLUME PRICING PLAN (RVPP) AND/OR CUSTOMER SPECIFIC TERM PLAN (CSTP) ORDERED HEREIN, IF AT&T IS UNABLE TO COLLECT PAYMENTS FROM THE BILLED PARTY.

ONE STOP FINANCIAL, INC.

Alfonse G. Inga

AUTHORIZED SIGNATURE

ALFONSE G. INGA

TYPED OR PRINTED NAME

FEBRUARY 21, 1991

DATE

THE BROCHURE BOX COMPANY

CUSTOMER COMPANY NAME

Chuck Fedora

AUTHORIZED SIGNATURE

CHUCK FEDORA

TYPED OR PRINTED NAME

1-17-92 (813)945-7997

DATE TELEPHONE

FORM:ENDUS 12\90

EXHIBIT H

AT&T

December 10, 1990

One Stop Financial
198 Colonial Dr.
Little Falls, NJ 07424

Dear Sir:

AT&T is announcing procedural revisions in serving Aggregators that will take effect January 1, 1991. As the holder of a Multi-Location WATS (MLW) service plan, and/or 800 Revenue Volume Pricing Plan (RVPP)/Customer Specific Term (CSTP) you are the AT&T customer for all locations that you have designated for inclusion under your discount plan. The purpose of this package is to explain these changes and clarify your role in interacting with AT&T.

Once a location signs up for service under your plan, you have assumed responsibility to AT&T for that location. As a result, that end-user loses his status as a customer of AT&T, giving control of the aggregated BTN (Billing Telephone Number) to you, the Aggregator, including the authority to add, delete, or change service for that BTN. Accordingly, AT&T will honor all order activity related to a BTN included in your discount plan only from you --the service plan holder.

As part of these changes, AT&T has created a dedicated organization to process orders for you. Starting January 1, 1991, all requests for service under your plan should be directed through this organization. It is our belief that these changes will allow you to better serve the needs of your customers.

ADD + Delete is under 3.3.1.Q bullet 4

change Service is 2.1.8.

NO CAP on how many can be transferred.

The enclosed package provides detailed information of the revisions that are being implemented. Included is important information on:

- Policy Guidelines
- Order Processing
- Tariff Information
- Use of the AT&T Name and Trademark
- Billing and Collections

An AT&T Representative will contact you to discuss how to request service for an end-user location, and the correct way to fill out and process the required forms.

If you have any questions, you can contact us at 1-800-233-6667.

Annette McLoffey

Annette Mchaffey, Manager
Marketing Delivery Center

EXHIBIT I

2.5.6.B. Deposit for Shortfall Charges - (Continued)

2. The Customer is in one of the following categories (a) through (c). For purposes of these determinations, if any commitment under the Pricing Plan is based on charges or usage over a period of longer than one year, the commitment will be treated as an annual commitment equal to the amount of the commitment, divided by the number of months in the commitment period, multiplied by twelve. Mx

(a) AT&T has accepted the Customer's order for service under the Pricing Plan and the Customer has identified at least one location or telephone number to be served under the Pricing Plan, but the total annualized charges or usage from all such identified locations and telephone numbers are less than 50% of the annual commitments applicable during the first year of the Pricing Plan. Such total annualized charges or usage will be twelve times the greater of (i) the past month's billed usage or (ii) the average monthly billed usage during the preceding twelve months, or if billed usage information is not available for the preceding twelve months, then during the number of preceding months for which such billed usage information is available. Mx Cx

(b) The Customer has been taking service under the Pricing Plan for at least six full billing months, and the total annualized charges or usage under the Pricing Plan are less than 85% of any currently applicable annual commitment under the Pricing Plan. Such total annualized charges or usage will be twelve times the greater of (i) the past month's billed charges or usage or (ii) the average monthly billed charges or usage during the preceding twelve months, or if billed usage information is not available for the preceding twelve months, then during the number of preceding months for which such billed usage information is available. Cx

(c) The Customer has requested that AT&T remove specified locations or telephone numbers from the Pricing Plan, and the total annualized charges or usage from the locations or telephone numbers that would remain under the Pricing Plan are less than 50% (during the first six full billing months of the term of the Pricing Plan), or 85% (after the sixth full billing month of the term of the Pricing Plan), of any currently applicable commitment under the Pricing Plan. Such total annualized charges or usage will be determined using the same methodology as specified in (b), preceding. Cx

3. The Customer's net assets (based on a review of an audited financial statement, if available, and other information available to AT&T) are less than three times the amount of its total commitments to AT&T under tariffed service arrangements, or the Customer's financial responsibility is not a matter of record (determined in accordance with A.1., preceding).

C. Interest on a Cash Deposit - Interest will be paid to a Customer for the period that a cash deposit is held by AT&T. The interest rate used will be as follows:

1. Simple interest at the rate of six percent annually unless a different rate has been established by the appropriate legal authority in the state where WATS is installed, in which event that rate will apply.

2. When the Local Exchange Company's local exchange service tariff applies a Late Payment Charge, the same interest rate applicable to that late payment charge will apply.

Certain material on this page formerly appeared on Page 28.
Certain material previously found on this page can now be found on Page 28.1.1.
x Issued on not less than one day's notice under authority of Special Permission No. 96-0468.

2.5. Payments and Charges (continued)

2.5.8. Deposits - The following deposit provisions are applicable to WATS. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. When a deposit is required, AT&T will provide a written notification of the amount of the deposit and an explanation of the reason(s) for the deposit requirement. When a deposit is required in connection with an order for new service or an AT&T Pricing Plan, the Customer shall pay the deposit within the period specified by the Company, which shall be a minimum of ten (10) days after the date of the deposit notification, except as provided in Section 2.5.10, following, in connection with a Contract Tariff order. AT&T may defer installation activity while a deposit demand is pending. When a deposit is required in connection with existing service, the deposit shall be paid within 30 days after the date of the deposit notification. If the Customer refuses to pay a deposit required under this Section, AT&T may refuse to C
provide new service, or restrict or deny existing service for which the .
deposit is required. If as a result of a Customer's refusal to pay such a deposit, the existing service is ultimately disconnected, the Customer shall be liable for all applicable termination charges. In lieu of a cash deposit, the Company will accept as a deposit or as a portion of the deposit amount, irrevocable and commercially sound Bank Letters of Credit, .
Surety Bonds, pledges of assets as security under the Uniform Commercial C
Code or similar statutes, or Guarantees, or any combination of cash and these instruments.

A. Deposit for Recurring Charges - The Company will require a deposit from a Customer (1) who has a proven history of late payments to AT&T or (2) whose financial responsibility is not a matter of record (determined in accordance with 1., following). AT&T will hold the deposit as security for the payment of charges. The amount of this deposit will not three times the sum of the estimated average monthly usage charges and/or the monthly service charges.

1. To determine the financial responsibility of a Customer and/or the specific amount of any deposit required, AT&T will rely upon commercially reasonable factors to access and manage the risk of non-payment. These factors may include, but are not limited to, payment history for telecommunications service, the number of years in business, history of service with AT&T, bankruptcy history, current account treatment status, financial statement analysis, and commercial credit bureau rating.

B. Deposit For Shortfall Charges - The Company will require a deposit from a Customer that meets each of the elements specified in 1. through 3., following, to be held as a guarantee for the payment of any charge that may be incurred as a result of a failure to meet revenue or volume commitments or monitoring conditions (Shortfall Charge) under an AT&T Pricing Plan (a term plan, flex plan, or other discount plan with revenue or volume commitments offered under this Tariff, or a Contract Tariff under which WATS is provided). The amount of this deposit will not exceed the estimated Shortfall Charge, to be determined in accordance with the applicable tariff provisions under which such Shortfall Charges would be assessed, based on the total annualized charges or usage calculated as specified in the applicable category under 2., following. A deposit will not be required under this Section if the amount of the estimated Shortfall Charge is less than $300,000. A deposit will be required when each of the three following requirements is met:

1. The Customer has subscribed to a Pricing Plan that includes a revenue or volume commitment based on charges or usage over a period of one year or longer.

EXHIBIT J

3.3.1.Q. AT&T 800 Customer Specific Term Plan II (continued)

8. CSTP II Option B - Is a term plan, in lieu of all other specific term plans and/or service discounts with the same terms and conditions as specified in Section 3.3.1.Q. for CSTP II with the following exceptions:

- **Customers with an existing RVPP do not have to subscribe to a new RVPP.**

- AT&T 800 Gold Services are not eligible for Option B.

- If the Customer terminates CSTP II Option B to order VTNS from AT&T's Tariff F.C.C. No. 12, the Discontinuance Liability will be applied.

Rates:

	Nonrecurring Charge
Service Establishment	$10,000.00

The Service Establishment charge will be waived from July 1, 1993 to January 1, 1994.

(a) Discount - The following discounts apply to CSTP II Option B.

EXHIBIT K

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: April 11, 1995

TARIFF F.C.C. NO. 2
7th Revised Page 61.16.1
Cancels 6th Revised Page 61.16.1
Effective: April 25, 1995

3.3.1.Q. AT&T 800 Customer Specific Term Plan II (continued)

The following conditions apply:

- The 800 CSTP II will commence on the first of the billing month following the Customer subscribing to the Term Plan.

- The Customer must subscribe to a "new Revenue Volume
Pricing Plan" (see Section 3.3.1.M.). Customers ordering a
CSTP II "must also order an RVPP" to cover all the same
AT&T 800 Services. RVPP discounts apply after the Term Plan
discounts.

- If the Customer terminates the CSTP II within the first year, the C
1/2% credit must be repaid and will be added to the term plan C
cancellation penalty.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: June 13, 2001

TARIFF F.C.C. NO. 2
21st Revised Page 61.16
Cancels 20th Revised Page 61.16
Effective: June 14, 2001

3.3.1. Components and Rates (continued)

Q. AT&T 800 Customer Specific Term Plan II* -

Customers must choose an annual net usage revenue commitment of between C
$12,000 and $33 million for each year of a three-year term commitment.
Customers may also choose the CSTP II Option A as specified in Section
3.3.1.Q.7., following which provides a two-year term commitment or
CSTP II Option B as specified in Section
3.3.1.Q.8., following, which provides a three-year
term commitment or CSTP II Option C as specified in Section
3.3.1.Q.9., following, which provides a one-year Term commitment. A
one time usage credit will be applied to the Customer's bill equal to
1/2% of the first year's annual revenue commitment.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: March 10, 1994

TARIFF F.C.C. NO. 2
4th Revised Page 61.21.3
Cancels 3rd Revised Page 61.21.3
Effective: March 11, 1994

3.3.1.Q. AT&T 800 Customer Specific Term Plan II (continued)

8. CSTP II Option B - Is a term plan, in lieu of all other specific term plans and/or service discounts with the same terms and conditions as specified in Section 3.3.1.Q. for CSTP II with the following exceptions:

- Customers with an existing RVPP do "not" have to subscribe to a new RVPP.

3.3.1. Components and Rates (continued)

Q. AT&T 800 Customer Specific Term Plan II* - The AT&T 800 Customer Specific Term Plan II (CSTP II) is a term plan, in lieu of all other specific term plans and/or service discounts, that offers the Customer term plan discounts applicable to usage for the Customer's AT&T 800 Service-Domestic*, AT&T 800 READYLINE*, AT&T MEGACOM 800 Service, 800 Validator, AT&T 800 Gold Services, AT&T 800 READYLINE-Canada*, AT&T 800 READYLINE-Overseas*, AT&T 800 READYLINE-Mexico*, AT&T MEGACOM 800 Service-Canada, AT&T MEGACOM 800 Service-Overseas, AT&T MEGACOM 800 Service-Mexico, 800 Nodal Validator-Canada, AT&T 800 READYLINE-Puerto Rico and the U.S. Virgin Islands (available under Tariff F.C.C. No. 14), AT&T USADirect 800 Service and the following Intrastate offerings: AT&T 800 READYLINE, AT&T MEGACOM 800 Service, AT&T 800 Gold Service-Switched and AT&T 800 Gold Service-Nodal. Customers must choose an annual net usage revenue commitment of between $12,000 and $33 million for each year of a three-year term commitment. Customers may also choose the CSTP II Option A as specified in Section 3.3.1.Q.7., following which provides a two-year term commitment or **CSTP II Option B as specified in Section 3.3.1.Q.8., following, which provides a three-year term commitment** or CSTP II Option C as specified in Section 3.3.1.Q.9., following, which provides a one-year Term commitment. A one time usage credit will be applied to the Customer's bill equal to 1/2% of the first year's annual revenue commitment. In addition, this plan applies a percent discount to the total amount of interstate and intrastate usage revenue for each of the services under the plan. The annual revenue commitment is based on monthly recurring and net usage revenue after the term plan discount and before the application of discounts provided under the Revenue Volume Pricing Plan (RVPP) (see Section 3.3.1.M. preceding). The annual revenue commitment level includes usage and monthly recurring charges for any one, or any combination, of the following Services: AT&T 800 Service-Domestic, AT&T Advanced 800 Service, 800 Nodal Validator, AT&T 800 Service-Canada, AT&T 800 Service-Overseas, AT&T 800 Service-Mexico, AT&T MEGACOM 800 Service-Overseas, AT&T MEGACOM 800 Service-Canada, AT&T MEGACOM 800 Service-Mexico, AT&T 800 READYLINE-Canada, AT&T 800 READYLINE, AT&T 800 Gold Services, AT&T 800 READYLINE-Puerto Rico and the U.S. Virgin Islands (available under Tariff F.C.C. No. 14), AT&T MEGACOM 800 Service, AT&T USADirect 800 Service and the following intrastate offerings: AT&T 800 READYLINE, AT&T MEGACOM 800 Service, AT&T 800 Gold Service-Switched and AT&T 800 Gold Service-Nodal. AT&T 800 Service-Canada, AT&T 800 Service-Overseas and AT&T 800 Service-Mexico volumes will contribute toward the annual revenue commitment but will not be eligible for any discounts. If there are no identical discounts effective for this plan in AT&T's intrastate tariff the discount will be applied to the Customer's total interstate usage revenue. If an identical discount plan is effective in an AT&T intrastate tariff, the discount will C

* For AT&T 800 Service-Domestic, Canada, Overseas and Mexico and AT&T 800 READYLINE and AT&T 800 READYLINE-Canada, Overseas and Mexico on an access line the CSTP II is not available to new or existing Customers who did not have any of these services on order on or before January 31, 1998. AT&T Contract Tariffs in effect, or pending, on January 31, 1998, which include any of these services are not affected by this provision. Availability of the CSTP II for these services will not extend beyond the current term of the Contract Tariff unless otherwise provided herein.